

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 07-29

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, on March 3, 2007, the 183-A Project was opened to traffic with Final Acceptance of the Project being anticipated in July, 2007; and

WHEREAS, in Resolution No. 06-71, dated December 13, 2006, the Board of Directors directed CTRMA staff and its Executive Director to initiate efforts to procure various maintenance and operational services for the 183-A Project from firms interested in providing such services, with such procurement efforts to include drafting and issuing various requests for proposals in accordance with the CTRMA's Policies and Procedures Governing Procurements of Goods and Services; and

WHEREAS, the CTRMA prepared a request for proposals soliciting proposals for the provision of hazardous materials response services for the 183-A Project ("RFP") and issued the RFP on May 18, 2007; and

WHEREAS, two firms submitted responses to the RFP on or before the due date of May 31, 2007; and

WHEREAS, a review panel that included both CTRMA staff and appropriate CTRMA consultants has received and evaluated the RFP responses in accordance with the provisions of the RFP; and

WHEREAS; based on their evaluation, the review panel recommends that TAS Environmental Services, LP be retained to provide hazardous materials response services for the 183-A Project, subject to successfully negotiating an agreement on mutually acceptable terms and conditions consistent with the RFP and the successful RFP response.

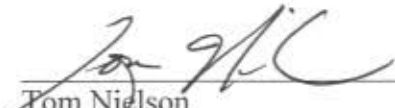
NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors approves of the selection of TAS Environmental Services, LP to provide hazardous materials response services for the 183-A Project; and

BE IT FURTHER RESOLVED, that the Executive Director and staff are directed to negotiate and finalize an agreement with TAS Environmental Services, LP for the provision of hazardous

materials response services for the 183-A Project consistent with the RFP and the RFP response, CTRMA procurement policies and this Resolution and that such agreement may be executed by the Executive Director upon its completion under the terms hereof.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of June, 2007.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 07-29
Date Passed 6/27/07

Attach Copy of RFP Form

**REQUEST FOR PROPOSALS (RFP)
FROM FIRMS TO PROVIDE
HAZARDOUS MATERIALS RESPONSE SERVICES
TO THE CTRMA**

RECEIPT OF RFP

NAME OF FIRM: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____

DATE: _____

**PLEASE RETURN TO THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
VIA FACSIMILE AT (512) 996-9784
ATTN: Ron Fagan (rfagan@ctrma.org)**

**This form must be returned as soon as possible by any firm intending to submit a
response to the Request for Proposals.**

REQUEST FOR PROPOSALS

to provide

HAZARDOUS MATERIALS RESPONSE SERVICES

RFP Issue Date: May 18, 2007

Response Due: 4:00 PM CDST May 31, 2007
Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, TX 78701
Attn: Ron Fagan (rfagan@ctrma.org)

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
HAZARDOUS MATERIALS RESPONSE SERVICES
REQUEST FOR PROPOSALS (“RFP”)**

The Central Texas Regional Mobility Authority (“CTRMA” or “the Authority”), a regional political entity, is currently in the process of constructing its initial project, the 183-A Turnpike Project in Williamson County, which was opened to traffic in March, 2007. In addition, the CTRMA has plans for developing and operating several other toll projects in Travis and Williamson Counties. Section 370.181(b) of the Texas Transportation Code (2007) provides that a regional mobility authority may contract with any one or more persons for the services necessary to operate and maintain its projects, including hazardous materials response services.

The CTRMA is requesting proposals from professional firms interested in providing the CTRMA with services in responding to incidents or accidents involving potentially hazardous materials within its designated right-of-way to ensure the expeditious and effective removal and safe disposal of hazardous or non-hazardous materials which may be encountered on its facilities. Such services may include sampling, analysis, transportation and final disposition of hazardous and non-hazardous materials.

DESCRIPTION OF CTRMA: The CTRMA is a regional entity granted broad powers under state law to study, design, construct, operate, expand, enlarge, and extend transportation projects in the region of the Authority (i.e., Travis and Williamson Counties) and adjacent areas as permitted by law.

The CTRMA was formed at the request of Travis and Williamson Counties, Texas. In the petition to form the CTRMA, the Counties identified the 183-A Turnpike Project as the CTRMA’s initial project. Since then, the CTRMA has further prosecuted the development of the 183-A Turnpike Project, including the procurement of a developer for the Project through a Comprehensive Development Agreement (“CDA”). In addition, the Capital Area Metropolitan Planning Organization (“CAMPO”) has indicated its approval of the funding of various new capacity projects through tolling and operation as toll roads. Several of the toll road segments currently are in various stages of project development by the Texas Department of Transportation (“TxDOT”), and it is intended that these proposed segments will be operated by the CTRMA as the CTRMA Turnpike System (the “Turnpike System”).

SCOPE OF SERVICES: The firm selected as a result of this RFP (the “Vendor”) shall provide technical assistance and advice to the CTRMA and shall perform incident response services required to respond to potentially hazardous incidents or accidents on or along highway rights-of-way of the CTRMA. The Vendor shall provide all labor, supplies, equipment, materials and permits necessary to clean, remove and dispose of hazardous or non-hazardous waste. The Scope of Work shall be performed in accordance with the Special Specification attached hereto as Attachment A.

RESPONSES TO THE RFP SHALL INCLUDE THE FOLLOWING INFORMATION:

- I. **The Firm:** A brief history and general description of the firm should include a description of:
- A. The firm's experience in emergency response to potentially hazardous incidents or accidents, as well as the other services described in the Special Specification attached hereto;
 - B. A listing of the firm's personnel, including experience and qualifications, assigned to this project;
 - C. A summary of how the firm would charge for the services described in this RFP; and
 - D. Any conflicts or potential conflicts of interest. Disclose all contractual or informal business arrangement/agreements, including fee arrangements, consulting agreements, and the nature of any legal representation, between your firm and: the CTRMA staff and/or any of its Board members; any entity that provides services to the CTRMA or TxDOT; and any governmental entity or political subdivision within the geographic area encompassed by the CTRMA. Proposers must also comply with, and make required disclosures pursuant to, the Conflict of Interest disclosures policies adopted by the CTRMA Board and available at the CTRMA website, <http://www.mobilityauthority.com/policies.php>.

II. **Firm Organization, Staffing And Procedures:**

- A. Provide an organizational chart identifying key project management and lead personnel for both the firm and any of its anticipated subcontractors. The relevant areas of project responsibility for lead personnel should be indicated. Designate the firm's office and officer to be directly responsible for potential CTRMA projects. Provide in detail the identified personnel's experience with incident response.
- B. The names and experience resumes of those key personnel named on the organizational chart who currently are full time employees of the firm and who would be assigned to the current and potential CTRMA projects, or to other projects to be named later, in one of the firm's Texas offices and in the office of each subcontractor, if any, shall be submitted. Particular descriptive and historic emphasis should be given to the qualifications of personnel currently assigned to the firm's designated project office staff.
- C. Provide an abstract of the firm's Quality Assurance procedures.
- D. Provide an outline of procedures the firm would implement to perform the CTRMA incident response services. **SCHEDULE B and SCHEDULE C as included in Attachment A - Special Specification MUST accompany the Proposer's Bid.**

III. Experience: A listing of relevant projects accomplished within the past five years shall include the following:

- A. Project name.
- B. Project location.
- C. A brief description of the project and the work performed.
- D. Name, address, and telephone number of client contact.

SCHEDULE A – REFERENCES as included in Attachment A - Special Specification MUST accompany the Proposer's Bid.

IV. Historically Underutilized (“HUB”) And Disadvantaged Business Enterprise (“DBE”) Participation:

- A. Indicate whether your firm is a certified DBE/HUB/SBE and provide a copy of the certification, if applicable.
- B. Complete the enclosed EEO form.
- C. Will CTRMA work be subcontracted to any State of Texas certified HUB or DBE firm? If so, provide the name of the firm, the principals, with a summary of the work to be performed and the percentage of the total contract.
- D. Provide all other pertinent information of women/minority participation within other subcontracting firms, if available.
- E. Provide a copy of your firm’s Affirmative Action Plan.

V. Emergency Response Cost Schedule: Provide a basic Schedule of Costs associated with emergency response to the 183A Turnpike facility in Williamson County. The proposed unit costs should include all of those elements that would be anticipated to cover a highway cargo spill, including personnel, vehicles and equipment, containers, chemicals, safety gear and equipment, and transporting and disposal of the materials. The cost data will be evaluated on the basis of reasonableness and appropriateness of the summary list, as well as the specific prices quoted for each component of the response.

SUBMITTAL RESTRICTIONS: Submittal text shall be limited to five (5) pages in length, exclusive of resumes, cover sheets, flyleaves, tables of content, dividers, etc., printed on two sides and double-spaced (for a total of 10 pages of text). Materials submitted in excess of the specified 5 double-sided pages will not be reviewed. Preprinted brochure material may be included in the submittal if desired and will not be counted in the 5 double-sided page maximum.

Updates, clarifications, and addenda to this RFP will be posted on the CTRMA’s website (<http://www.mobilityauthority.com/public.php>). Respondents are responsible for monitoring the website.

SELECTION OF INCIDENT RESPONSE SERVICES FIRM: The CTRMA will make its selection based the following criteria:

Category	Rating	Score
Firm Qualifications	10%	
Firm Experience	20%	
Assigned Staff	20%	
Response Procedures	30%	
Cost Schedule	20%	
Totals	100%	

A panel appointed by the Executive Director of the CTRMA will initially review the RFP responses and provide such feedback, recommendations, or rankings as the Executive Director desires. The ultimate selection of a firm or firms, if any, will be made by the CTRMA Board. The CTRMA has not committed itself to employ an Incident Response Services firm, and neither the suggested scope of services nor the terms of an agreement should be construed to require that an Incident Response Services firm will be employed for any or all of the services described in this RFP. The CTRMA reserves the right to make those decisions, and the CTRMA’s decision on those matters is final.

The CTRMA reserves the right to negotiate services to be provided, the fees therefore, and to reject any and all proposals. In the event an agreement is entered into by and between the CTRMA and a successful Respondent, such agreement shall in form and substance be fully accepted in writing by the parties (“Final Agreement”).

QUESTIONS AND CLARIFICATIONS: All inquiries regarding the requirements of this RFP must be submitted in writing (including email) to the CTRMA c/o Ron Fagan, no later than May 25, 2007. Correspondence should be addressed to the same location designated below for delivery of submittals; email should be directed to rfagan@ctrma.org, with a copy to Tom Nielson at t Nielson@ctrma.org. To ensure a fair process, inquiries (or summaries thereof) and responses will be posted on the CTRMA website for the review of all potential proposers.

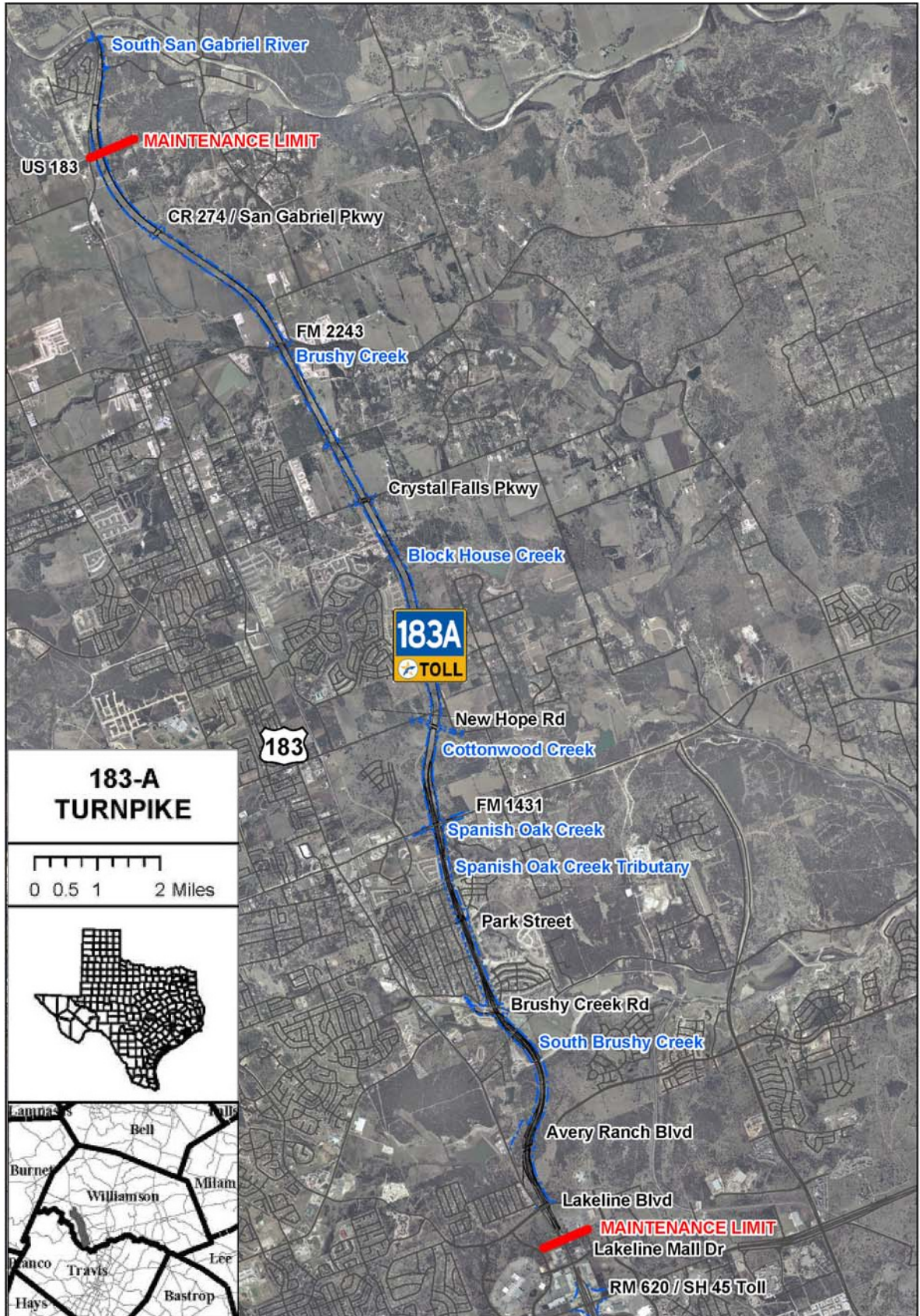
COST OF SUBMITTALS: All costs directly or indirectly related to preparation of a response to this RFP, or in any oral presentation required to supplement and/or clarify the RFP, shall be the sole responsibility of, and shall be borne by, responding firms.

RELEASE OF INFORMATION AND OPEN RECORDS: All proposals shall be deemed, once submitted, to be the property of the CTRMA. Response documents may be subject to public disclosure under the Texas Public Information Act (“PIA”). Any material deemed to be proprietary, confidential, or otherwise exempt from disclosure under the PIA shall be clearly marked as such. The CTRMA will notify proposers in the event a PIA request is received during the pendency of this procurement which might cover all or part of the RFP response.

DELIVERY AND DEADLINE FOR SUBMISSION OF RESPONSES: All responses shall be received by the Central Texas Regional Mobility Authority, c/o Ron Fagan, 301 Congress Avenue, Suite 650, Austin, Texas 78701, no later than 4:00 p.m. prevailing time, May 31, 2007. Five (5) copies of the response of a firm shall be submitted.

ANTI-LOBBYING: Except as provided above as to questions and clarifications concerning this RFP, prospective respondents may not, during the pendency of this procurement, contact members of the CTRMA Board of Directors, CTRMA employees, or consultants performing work for the CTRMA concerning the subject matter hereof. Violation of this restriction is grounds for disqualification.

Site Location & Map



Central Texas Regional Mobility Authority

Special Specification

INCIDENT RESPONSE SERVICE

1. **SCOPE:** This specification describes incident response service required to respond to potentially hazardous incidents or accidents on or along highway rights of way or CTRMA facilities. This service also includes sampling, analysis, transportation and final disposition of hazardous and non-hazardous materials. Vendor shall provide all labor, supplies, equipment and materials necessary to clean, remove and dispose of hazardous waste.
2. **RESPONDENT QUALIFICATIONS**
 - 2.1. Respondents shall be individuals, firms, or corporations regularly engaged in the emergency *and non-emergency* response to potentially hazardous incidents or accidents. *Respondent* shall understand the currently known hazards and risks which are presented to human beings, property and the environment in the handling, analyzing, transporting and disposing of hazardous waste.
 - 2.2. The respondent shall obtain all necessary registrations, certifications, licenses and permits in connection with work required to fulfill all of the specifications set forth herein.
 - 2.3. The following may be grounds for disqualification of the bid:
 - 2.3.1. Formal enforcement action against the respondent, any subcontractor, or disposal facility by Environmental Protection Agency (EPA) and/or Texas Commission on Environmental Quality (TCEQ).
 - 2.3.2. More than three violations in the last two years by the respondent or subcontractors as issued by United States Department of Transportation (U.S. DOT) and/or Texas Department of Public Safety (DPS).
 - 2.4. The respondent and/or respondent's personnel shall meet the following minimum qualifications:
 - 2.4.1. **Project Manager:** The Project Manager shall supervise all spill activities and be the contact person for all issues regarding those activities. The Project Manager may also be the same individual who fills the function of the Response Foreman and/or the Response Technician, but this individual shall have the same qualifications and experience listed under each position.

- 2.4.1.1. Four years of experience including emergency response incidents and incident response activities, site cleanup, disposal and implementing health and safety plans.
- 2.4.1.2. Two years shall be direct on-scene field experience and include managing and supervising multidisciplinary (professional and laborer) chemical cleanup or response personnel.
- 2.4.1.3. Registered with the TCEQ as a Corrective Action Project Manager.
- 2.4.2. Project Coordinator: The Project Coordinator shall administer the vendor and subcontractor's services on behalf of CTRMA. (NOTE: This position is intended to be an administration function, not an engineering function. This may include analytical testing laboratories, waste disposal facilities, and other environmental services in which the respondent may not have correct training and equipment.
- 2.4.3. Response Foreman: The Response Foreman may be the same individual who fills the function of the Project Manager; but this individual shall have the qualifications and experience listed for each position.
 - 2.4.3.1. Four years or more of direct-on-scene experience in chemical cleanup activities which include response equipment operation, field construction and equipment malfunction trouble-shooting and repairs.
 - 2.4.3.2. Two years of the required experience shall include supervising other personnel.
- 2.4.4. Response Technician: Two years of experience in performing assignments that are normally standardized, such as operating testing or remediation equipment of moderate complexity, constructing components, troubleshooting malfunctioning equipment, making simple repairs and collecting samples.
- 2.4.5. Health and Safety Officer
 - 2.4.5.1. Four years or more of direct on-scene experience in chemical cleanup activities which include response equipment operation, field construction, equipment malfunction troubleshooting and repairs.
 - 2.4.5.2. Two years of the required experience preparing health and safety plans, supervising health and safety of other personnel.
- 2.4.6. Heavy Equipment Operator: The vendor shall have trained and qualified heavy equipment operators available to ensure accurate delivery of services in multiple locations. This training shall include, but is not limited to, all required OSHA training under 29 CFR sec. 1910.120.

3. REFERENCES: The respondent shall submit, on Schedule A, the company name, address, point-of-contact and telephone number of five references in the State of Texas for which like services were performed within the last two years. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. Failure to submit references with the bid response may disqualify the bid from consideration for award (Ref. Para. 17.3).
4. PERSONNEL SUBSTITUTION/REPLACEMENT
 - 4.1. Any proposed personnel substitutions, for any reason, from the individuals or subcontractors specified in the Respondent's Qualifications are subject to CTRMA approval and shall have comparable qualifications to those of the personnel or subcontractors being replaced.
 - 4.2. Prior to diverting any of the specified individuals or subcontractors from the work the vendor shall notify CTRMA in writing in advance and shall submit written justification (describing proposed substitutions) in sufficient detail to permit evaluation of the impact on the work.
 - 4.3. No diversion shall be made by the vendor without written consent of CTRMA's designated representative. The applicable Project Manager may approve a diversion with respect to work on a particular work order or specified set of work orders.
 - 4.4. CTRMA reserves the option to request replacement of any individual during the term of the Final Agreement with the successful Respondent.
5. SERVICE REQUIREMENTS: The vendor shall:
 - 5.1. Comply with federal, state and local government laws and regulations in whose jurisdiction the service is performed.
 - 5.2. Perform all work in a manner that minimizes the possibility of threats to the traveling public, human health or the environment. The vendor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto.
 - 5.3. Have available the personnel, equipment and materials necessary to respond to a request by CTRMA on a 24 hour, seven day week, 52 week year basis and an emergency telephone number that is answered 24 hours a day.
 - 5.4. Receive approval from CTRMA's designated representative (See Para. 6.3) prior to final disposition of material.
 - 5.5. Provide certificates of destruction or treatment with the final copy of the manifest when the disposition of material is by fuel blending or incineration.
 - 5.6. Perform all services in the most economical way practical, subject to the constraints of the Final Agreement.
 - 5.7. Be responsible for locating all utility lines (underground, aboveground and aerial) in the vicinity of the job site. The vendor shall use precautions not to

damage such utility lines. The vendor shall coordinate with CTRMA's designated representative and Texas One-Call System (1-800-245-4545). The vendor shall bear all costs required to repair any utilities damaged during work performed under the Final Agreement.

- 5.8. Pre-load response vehicles with the appropriate equipment and materials. The vehicles shall include:
 - 5.8.1. Pick-up truck: Used for initial response, monitoring and all site visits where large amounts of equipment are not required. At a minimum, the vehicle shall be stocked with the equipment necessary for incident response. The vendor shall provide a pick-up truck for every initial response.
 - 5.8.2. Trailer, minimum 14 ft.: Used for initial response, incident assessment, monitoring and all site visits where additional equipment is required. At a minimum, the trailer shall be stocked with the equipment identified.
- 5.9. Immediately advise CTRMA's designated representative, if the vendor determines that traffic diversion or other traffic control is required at any site and cooperate with any requirements of CTRMA's designated representative or other CTRMA personnel in order that they may safely divert or control traffic.
- 5.10. Be solely responsible for the development of and compliance with a Comprehensive Health and Safety Plan, and a response Health and Safety Plan for each site.
 - 5.10.1. The Comprehensive Health and Safety Plan, and the Response Health and Safety Plan for each site, shall comply with all requirements of the Final Agreement, with 29 CFR 1910.120, Uniform Trench Safety Conditions, Texas Government Code 2166.303, and with all other applicable laws and regulations.
 - 5.10.2. The vendor shall certify that all personnel employed by the vendor and by subcontractors who perform work under the contract comply with all requirements of the Occupational Safety and Health Administration (OSHA), including, but limited to, appropriate level training requirements under 29 CFR 1910.120.
 - 5.10.3. A copy of the Comprehensive Health and Safety Plan shall be submitted to CTRMA within 10 days of issuance of a Final Agreement.
- 5.11. Maintain daily work tickets at each work site which shall itemize all the vendor's costs per day. The daily work ticket shall include the following information:
 - 5.11.1. List of personnel, by title, including the number of hours worked for each employee.
 - 5.11.2. List of equipment used, including the number of hours of use for each piece of equipment.

- 5.11.3. List of consumables and expendables, including quantity (e.g. 22½ gallon sampling containers, 8 pairs of protective gloves).
- 5.12. Notify CTRMA's designated representative of any change in the disposal location(s) during the term of the service, the notification shall be in writing ten days prior to the effective date of the change.
- 5.13. Notify CTRMA's designated representative on any change in a laboratory(ies) during the term of the Final Agreement, the notification shall be in writing within ten days prior to the effective date of the change.
- 5.14. Not provide data, reports or maps generated or otherwise obtained in the performance of its responsibilities under the Final Agreement, except as otherwise provided by the Final Agreement. The vendor shall not release any information relating to the Final Agreement to the news media without specific written authorization from TxDOT.

6. AUTHORIZATION

- 6.1. CTRMA's designated representative will contact the vendor by telephone to request service under the Final Agreement. All known information of the situation will be provided to the vendor. A written request for service will be faxed or mailed to the vendor within 24 hours of initial notification. Work under the Final Agreement will be authorized by site-specific work orders issued by CTRMA.
- 6.2. The vendor shall advise CTRMA's designated representative, within 30 minutes of arrival to the site, of the situation and the progress of the response.
- 6.3. A list of CTRMA designated representatives will be given to the vendor upon award of the Final Agreement.
- 6.4. The vendor shall receive approval from CTRMA's designated representative prior to expending any money for items not listed on the Bid Schedule. TxDOT will not reimburse the vendor for any items that were not approved.
- 6.5. A work order may include time limits and a maximum authorized amount, in which case all work under that work order shall be performed within those time limits and compensation for work performed under that work order may not exceed the authorized work order amount.
- 6.6. CTRMA may suspend or cancel all or part of the work order at any time, for any reason.

7. MOBILIZATION AND RESPONSE TIME

- 7.1. Upon notification by CTRMA's designated representative, the vendor shall mobilize and begin action within the time frames stated below. Vendor notification may be oral or written.

- 7.1.1. The vendor shall mobilize and begin action within two hours after notification.
- 7.1.2. Begin action means that the vendor shall commence and sustain a substantial portion of an adequate response as directed and determined by CTRMA's designated representative.
- 7.2. Consistent failure by the vendor to respond within the allowed time frame may, at CTRMA's option, place the vendor in default and subject the vendor to cancellation of the Final Agreement. Consistent failure shall be defined as not responding within the allowed response time on two out of three occasions.

8. SAMPLING AND ANALYSIS

- 8.1. Sampling shall be performed by the vendor sufficient to characterize and properly classify the material. Sampling and analysis shall be performed only to the degree deemed necessary to identify the waste being disposed. Waste capable of identification through process knowledge shall be used in lieu of testing when applicable.
- 8.2. Bid price for sample analysis shall include all costs for analysis, sample jars, transportation, sample disposal and Chain-of-Custody documentation.
- 8.3. Chain-of-Custody Forms (COC) shall accompany sample results and quality control. Sample results, the COC and all quality assurance documentation shall be submitted to CTRMA's designated representative within 30 days of completion of results.

9. DEFECTIVE WORK

- 9.1. If CTRMA considers it necessary or advisable that covered work be observed, inspected or tested by others, at CTRMA's request, the vendor shall uncover, expose or otherwise make available that portion of the work in question, furnishing all necessary labor, material and equipment. CTRMA will promptly provide notice to the vendor of observed defects.
- 9.2. At the vendor's expense, the vendor shall immediately make any necessary adjustments or corrections to remedy any defective work including, but not limited to, all costs of repair or replacement of work of others. Vendor also shall pay all claims, costs, losses and/or damages caused by or resulting from such defective work.
- 9.3. If such work is not found to be defective, CTRMA will reimburse vendor the cost attributable to such uncovering, exposure, observation, inspection, testing, replacement and rework.
- 9.4. CTRMA reserves the right to correct defective work itself, either before or after notice of such defects has been provided to the vendor. In the event that CTRMA corrects the defective work, the vendor shall promptly reimburse CTRMA the costs of making such correction(s).

10. REMOVAL OF MATERIALS

- 10.1. Contaminated materials shall be removed from the site within 48 hours.
When possible, the vendor shall remove and transport all contaminated soils, solids and liquids directly to a disposal or treatment facility per Schedule B listing.
- 10.2. If direct transport is not possible materials may be staged at a CTRMA facility subject to the approval of CTRMA's designated representative for duration not to exceed ten days.
- 10.3. The vendor shall be responsible for disposal of all wastes removed, which includes (without limitation):
 - 10.3.1. Properly classifying the waste (Class I Hazardous, Class I Non-hazardous, Class II, and Special Waste).
 - 10.3.2. Properly storing the waste.
 - 10.3.3. Properly labeling the waste for transportation and disposal.
 - 10.3.4. Preparing and signing the waste manifest and selecting the disposal site.
- 10.4. Transportation and disposal of all wastes shall be in accordance with applicable requirements of Chapter 361, Texas Health and Safety Code, and all other applicable Federal and State statutes and regulations.

11. MANIFEST

- 11.1. The vendor shall prepare, sign and provide a manifest for each shipment of waste.
- 11.2. CTRMA shall receive a detailed and legible uniform manifests prepared, signed and dated by an agent of the vendor for the treatment or disposal facility certifying the type and amount of materials delivered to the treatment/disposal facility with the copy of the invoice for services.
- 11.3. A TCEQ Uniform Manifest form shall be forwarded within 45 days to CTRMA's designated representative, indicating the disposal or destruction facilities acceptance and disposal were in accordance with applicable regulations.

12. INVOICING

- 12.1. CTRMA foresees possible miscellaneous charges such as the purchase of items, laboratory services, or other services not included on the Bid Schedule. CTRMA will make allowances for these charges to be paid under the miscellaneous line item charge on a written invoice at the vendor's actual cost. Only items or services authorized by CTRMA will be paid.
- 12.2. All other items will be paid at the cost bid.

- 12.3. Personnel hourly labor charges will only be paid for actual work performed at the worksite. Travel time will not be paid at the labor rates set forth in the Bid Schedule. CTRMA will not pay travel time.
- 12.4. Equipment charges shall be paid for hours committed to CTRMA.
- 12.5. The vendor shall submit a separate invoice for each incident, itemized to reflect categories listed on the Bid Schedule. The unit price for each line item listed on an invoice shall reflect the unit price listed on the Bid Schedule or the line item will be rejected for payment.
- 12.6. Invoices shall include:
 - 12.6.1. Invoice date.
 - 12.6.2. Invoice number.
 - 12.6.3. Work order number (if applicable).
 - 12.6.4. Quantity and unit price as bid on the Bid Schedule.
 - 12.6.5. Site name, location and a description of the service.
 - 12.6.6. Personnel and job performed.
 - 12.6.7. Daily work ticket.
 - 12.6.8. Name and telephone number of individual designated by vendor to answer questions regarding the invoice (if other than vendor's Program Manager).
 - 12.6.9. Invoice total and total amount due under the invoice.
 - 12.6.10. Copy of supplier's invoice(s) (See Para. 12.1).
 - 12.6.11. Copy of completed manifest (See Para. 11.2).
 - 12.6.12. Final report.
- 12.7. All personnel hours shall be listed, on the invoice, or as a separate attachment, in one-hour increments with corresponding dates of performance and description of work performed. Copies of signed time sheets shall be submitted with each invoice.
- 12.8. Within 30 days after completion of all the work at a site, including proper disposal of any wastes, the vendor shall submit a final report to CTRMA's Contract Manager and CTRMA's designated representative. The final report shall include a copy of any written work order.

13. PAYMENT

- 13.1. Payment will be made within 30 days of satisfactory completion of each project or within 30 days from receipt of a correct invoice, whichever is later.
- 13.2. CTRMA may refuse to pay the full amount invoiced by the vendor, or because of subsequently discovered evidence or the results of subsequent inspections or tests, may nullify any prior approval, or refuse to make payments.

13.3. If CTRMA refuses to pay the full amount invoiced by vendor, CTRMA will give vendor written notice stating the reasons for such action.

13.4. CTRMA will not process a final payment for an invoice until an approved final report is submitted.

14. PROPOSAL EVALUATION

14.1. Proposals will be evaluated on basis of the Evaluation Criteria set forth in the Request of Proposals.

14.2. CTRMA will examine the schedule of unit prices of the highest ranking proposal for reasonable conformance with CTRMA's estimated prices. CTRMA will evaluate prices with extreme variations from CTRMA's estimate, or where obvious unbalancing of unit prices has occurred. Proposals may be rejected, if in CTRMA's determination the prices are obviously unbalanced.

15. SUBCONTRACTING: Subcontracting requirements as shown on the Request for Proposals.

16. AWARD

16.1. No split awards will be considered.

16.2. Multiple Final Agreements may be awarded from this solicitation. Award will be made to the most responsive, responsible proposer meeting specification. A maximum of four Final Agreements may be awarded.

17. SUBMISSION OF PROPOSAL: The following should be submitted with the proposal response. Failure to return the required items with the Request for Proposals will result in rejection of the proposal.

17.1. Signed and dated IFB

17.2. Cost Schedule.

17.3. Schedule A - References (Ref. Para. 3).

17.4. Schedule B – Respondent shall provide the proposed disposal location(s) to be used under the Final Agreement. Should a change in the disposal location(s) occur during the term of the service, the vendor shall notify CTRMA's designated representative in writing ten days prior to the effective date of the change (Ref. Para. 5.12).

17.5. Schedule C - Respondent shall provide the proposed laboratory(s) to be used under this Final Agreement and last TCEQ audit report for each laboratory. Should a change in laboratory(s) occur during the term of the service, the vendor shall notify CTRMA's designated representative in writing within ten days prior to the effective date of the change (Ref. Para. 5.13).

- 17.6. Resumes of personnel which substantiate their qualifications (Ref Para. 2.4 through 2.4.6).
- 17.7. Respondent shall attach a list of any subcontractors, or transporters, their TCEQ and EPA numbers, if applicable.
- 17.8. Historically Underutilized Business Sub-Contracting Plan, if required on the IFB.

SCHEDULE A - REFERENCES

Respondent's Name: _____

Contract No. _____

This page should be returned with the bid. Failure to return the required items with the bid response may result in rejection of the bid.

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

SCHEDULE B - DISPOSAL FACILITIES

Respondent's Name: _____

Contract No. _____

This page should be returned with the bid. Failure to return the required items with the bid response may result in rejection of the bid.

EPA/TCEQ Registration Number(s) _____

Company Name: _____

Address: _____

Point-of-Contact: _____

Telephone Number: _____

EPA/TCEQ Registration Number(s) _____

Company Name: _____

Address: _____

Point-of-Contact: _____

Telephone Number: _____

EPA/TCEQ Registration Number(s) _____

Company Name: _____

Address: _____

Point-of-Contact: _____

Telephone Number: _____

EPA/TCEQ Registration Number(s) _____

Company Name: _____

Address: _____

Point-of-Contact: _____

Telephone Number: _____

SCHEDULE C - LABORATORIES

Respondent's Name: _____

Contract No. _____

This page should be returned with the bid. Failure to return the required items with the bid response may result in rejection of the bid.

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

List of Proposing Firms

1. Eagle Construction & Environmental Services, LP
2. TAS Environmental Services, LP